

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**TIMOTHY NELLIS, JANEL DRANES, )  
LUCY SOUSA, DAVID CASTILLO )  
AND EDWARD CAMARENA, on behalf )  
of themselves and all other similarly )  
situated, )**

**Case No. 1:20-cv-02486**

**Plaintiffs, )**

**Judge Robert M. Dow Jr.**

**v. )**

**VIVID SEATS LLC, a Delaware )  
Corporation, )**

**Defendant. )**

**SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Timothy Nellis, Janel Dranes, Lucy Sousa, David Castillo and Edward Camarena (“Plaintiffs”) hereby enter into this settlement agreement and release (“Settlement Agreement”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendant Vivid Seats LLC (“Vivid Seats”) alleged in the litigation captioned Nellis, et al. v. Vivid Seats LLC, Case No. 1:20-cv-02486 (N.D. Ill.) (hereinafter, the “Litigation”) on the terms set forth herein. Capitalized terms shall otherwise have the meaning ascribed to them in Section II of this Settlement Agreement.

**I. RECITALS**

WHEREAS, certain of the Plaintiffs initiated the Litigation against Vivid Seats on or about April 23, 2020, and Plaintiffs thereafter filed a First Amended Complaint. Plaintiffs generally allege that Vivid Seats is obligated to provide payments for tickets purchased on or before the Preliminary Approval Date to events that, at any time between September 29, 2016 and the Preliminary Approval Date, were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that ticket purchasers suffered damages and/or are entitled to other relief as a result. Plaintiffs asserted claims for breach of contract, breach of implied contract, violations of

the Illinois Ticket Sale and Resale Act, violations of state consumer protection statutes, conversion, unjust enrichment, negligent misrepresentation and breach of express warranty. Plaintiffs assert their claims on their own behalf as well as on behalf of “[a]ll Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event[,]” with certain exclusions.”

WHEREAS, Vivid Seats denies all of Plaintiffs’ allegations in the Litigation and specifically denies that it has engaged in any wrongdoing whatsoever, that it has made any false or misleading statements, that it breached any agreements with Plaintiffs or the proposed classes, that Plaintiffs and the proposed classes are entitled to any relief whatsoever and that the action can properly or feasibly be maintained as a class action on a contested basis.

WHEREAS, Vivid Seats was and is fully prepared to file a motion to compel arbitration on an individual, non-class basis and to dismiss this action pursuant to the terms of use to which Vivid Seats contends Plaintiffs agreed when they allegedly purchased tickets to third-party events through Vivid Seats’ marketplace.

WHEREAS, prior to the deadline for the filing of Vivid Seats’ motion to compel arbitration and with an express reservation of the right by Vivid Seats to move to compel arbitration if and when necessary, the parties began to discuss the possibility of settlement, and on November 18, 2020, the parties engaged in a day-long mediation with the assistance of the Honorable Wayne R. Andersen (Ret.) of JAMS. The parties did not reach the terms of a settlement on November 18, 2020 and instead continued to conduct arms’-length negotiations through Judge Andersen in November and December of 2020, ultimately resulting in a preliminary agreement on the material terms of a class settlement of this action, subject to

negotiating the remaining settlement terms and negotiating a definitive written settlement agreement.

WHEREAS, Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation and have engaged in investigation and discovery of the claims asserted therein.

WHEREAS, Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation and believe that it is in the best interests of the Settlement Class that the Litigation be resolved on the terms and conditions set forth in this Settlement Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the risks associated with the otherwise forthcoming motion of Vivid Seats to compel arbitration on a non-class basis, the other defenses available to Vivid Seats, the substantial benefits that members of the Settlement Class will receive as a result of the Settlement Agreement, the risks and uncertainties of continued litigation, the risks and uncertainties associated with the ongoing COVID-19 pandemic, the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken and the likelihood of success at trial.

WHEREAS, Vivid Seats denies each and every allegation of liability, wrongdoing and damages and further denies that the Litigation may be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Vivid Seats has agreed to settle the Litigation on the terms and

conditions set forth in this Settlement Agreement solely to avoid the substantial expense, inconvenience, burden and disruption of continued litigation.

WHEREAS, the parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Vivid Seats of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation.

WHEREAS, the parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Vivid Seats that Plaintiffs' claims in this Litigation or any other similar claims in other proceedings are or would be suitable for class treatment if the Litigation proceeded through litigation and/or trial.

WHEREAS, the parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or relating to allegations that Vivid Seats failed to pay monies, caused damages or otherwise failed to provide adequate relief after third-party events were cancelled, postponed or rescheduled as well as all of the claims that were or could have been asserted in the Litigation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereto agree as follows, subject to preliminary and final approval from the Court:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. Attorneys' Fees and Expenses - "Attorneys' Fees and Expenses" means the total award of attorneys' fees, costs and expenses sought by Class Counsel and allowed by the Court.

2. CAFA Notices - "CAFA Notices" means the notice of this Settlement to be served upon state and federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

3. Cancelled Event - "Cancelled Event" means an event that, at any time from September 29, 2016 through the Preliminary Approval Date, was cancelled and is no longer set to occur.

4. Cash Fund - "Cash Fund" means the cash portion of the common fund in the amount of seven million five hundred thousand dollars (\$7,500,000) described in Section IV(A), which will be used to pay Attorneys' Fees and Expenses, any Service Awards ordered by the Court, Settlement Fees and Expenses and all cash payments to be paid to members of the Settlement Class under this Agreement. The Cash Fund shall represent the full amount of Vivid Seats' monetary obligations under this Settlement, and in no event shall Vivid Seats be required to pay or contribute toward the Settlement more than the amount of the Cash Fund.

5. Claim Deadline - "Claim Deadline" means the date ninety (90) Days after the Notice Date by which a member of the Settlement Class eligible for the benefits described in Section IV(B)(1) shall complete, sign and submit a Claim Form.

6. Claim Form - "Claim Form" means the form that Settlement Class Members must complete, sign and submit on or before the Claim Deadline to be eligible for the

benefits described in Section IV(B)(1) below, which form shall be substantially in the form of Exhibit 1 hereto.

7. Class Counsel - “Class Counsel” means Steven D. Liddle, Esq. and Nicholas A. Coulson, Esq. of Liddle & Dubin, P.C.

8. Class Counsel Release - “Class Counsel Release” means the release and discharge, as of the Effective Date, by the Class Counsel Releasing Parties of the Released Parties of and from all Class Counsel Released Claims.

9. Class Counsel Released Claims - “Class Counsel Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, compensatory or punitive damages, statutory damages, injunctive or declaratory relief, whether known or unknown, alleged or not alleged, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Class Counsel Releasing Parties had, now have or may in the future have with respect to the Attorneys’ Fees and Expenses and/or the administration of the Settlement as well as any other fees, costs or expenses that Class Counsel or any counsel representing any Plaintiff incurred, charged, bore or will at any time incur, charge or bear arising from or relating to the Litigation, the Released Claims or the Settlement.

10. Class Counsel Releasing Parties - “Class Counsel Releasing Parties” means Class Counsel and any of their respective predecessors, successors, assigns, subrogees,

employees, agents, counsel, insurers, co-insurers, reinsurers, insurance brokers and all other legal or natural persons who may claim by, through or under them.

11. Class Notice - “Class Notice” means the Court-approved form of notice in substantially the same form as Exhibits 2 and 3, which will notify the Settlement Class of preliminary approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

12. Court - “Court” means the United States District Court for the Northern District of Illinois, Eastern Division.

13. Credit - “Credit” means a credit that can be applied toward the purchase of tickets to third-party events through the marketplace of Vivid Seats.

14. Days - “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of Illinois legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or federal or State of Illinois legal holiday

15. Defense Counsel - “Defense Counsel” means Latham & Watkins LLP.

16. Effective Date - “Effective Date” means the date defined in Section XIII(A) below.

17. Emailed Notice - “Emailed Notice” means the notice of the Settlement provided to the Settlement Class by email, which shall be without material alteration from Exhibit 2.

18. Escrow Account - “Escrow Account” means the bank account established to hold the Cash Fund as described in Section V(A).

19. Final - “Final” shall have the meaning defined in Section XIII(B) below.

20. Final Approval Hearing - “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment.

21. Final Order and Judgment - “Final Order and Judgment” means that Court order that permanently certifies the class described in Section III(A) below, approves this Settlement Agreement, approves payment of Attorneys’ Fees and Expenses and makes such other final rulings as are contemplated by this Settlement Agreement, as described in Section XI(A) below, except that any reduction to an award of Attorneys’ Fees and Expenses or to the Service Awards shall not constitute a material alteration.

22. Litigation - As noted above, “Litigation” means Nellis, et al. v. Vivid Seats LLC, Case No. 1:20-cv-02486 (N.D. Ill.), which is pending before the Honorable Robert M. Dow Jr. in the United States District Court for the Northern District of Illinois, Eastern Division.

23. Mailed Notice - “Mailed Notice” means the notice of the Settlement provided to the Settlement Class by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit 3.

24. Notice Program - “Notice Program” means the program for disseminating the Class Notice to the Settlement Class in accordance with the terms set forth in Section VII below and as described further in Exhibit 4.

25. Notice Date - “Notice Date” means the date upon which Mailed Notice is mailed to the Settlement Class in accordance with the terms set forth in Section VII(D) below. If

Mailed Notice is mailed to the Settlement Class over a period of Days, the Notice Date shall be the date on which the last set of Mailed Notices are mailed.

**26.** Objection Date - “Objection Date” means the date forty-five (45) Days after the Notice Date by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and submit any required statements, proof or other materials and/or argument.

**27.** Opt Out - “Opt Out” means a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VIII below.

**28.** Opt-Out Deadline - “Opt-Out Deadline” means the date forty-five (45) Days after the Notice Date by which any member of the Settlement Class who does not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

**29.** Opt-Out List - “Opt-Out List” means a written list prepared by the Settlement Administrator of the names of all members of the Settlement Class who submit timely Requests for Exclusion.

**30.** Parties - “Parties” means Plaintiffs and Settlement Class Members together with Vivid Seats. Plaintiffs and Settlement Class Members shall be referred to as one Party, with Vivid Seats being the other Party. “Parties” shall also mean Class Counsel for the sole purpose of effecting the Class Counsel Release.

**31.** Person - “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity and such

individual's or entity's spouse, heirs, predecessors, successors, agents, representatives, assignees and counsel.

**32.** Plaintiffs - "Plaintiffs" means Timothy Nellis, Janel Dranes, Lucy Sousa, David Castillo and Edward Camarena.

**33.** Postponed Event - "Postponed Event" means an event that, at any time from September 29, 2016 through the Preliminary Approval Date, was delayed from occurring on its originally scheduled date, that has not been cancelled from occurring as of the Preliminary Approval Date, that has not yet occurred and that has not been rescheduled to occur on a date certain.

**34.** Preliminary Approval Date - "Preliminary Approval Date" means the date on which the Preliminary Approval Order is entered by the Court and received by counsel for the Parties.

**35.** Preliminary Approval Order - "Preliminary Approval Order" means the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit 5.

**36.** Published Notice - "Published Notice" means the notice published on the Settlement Website, which shall be without material alteration from Exhibit 6.

**37.** Purchase Price - "Purchase Price" means the price of the ticket (inclusive of base price, fees and delivery charges but exclusive of any insurance charges) less any amounts paid with gift cards, store credit or loyalty credit.

**38.** Release - "Release" means the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

**39.** Released Claims - “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys’ fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties, now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to the purchase of a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, Postponed Event and/or Rescheduled Event, including, without limitation, causes of action for breach of contract, breach of implied contract, violations of state consumer protection statutes, violations of ticket seller or reseller statutes, violations of the California Business and Professions Code, any claim under the California Unfair Competition Law or right to relief thereunder, any claim under the California Consumer Legal Remedies Act or right to relief thereunder, any claim under any California false-advertising law or right to relief thereunder, any claim under the Florida Deceptive and Unfair Trade Practices

Act or right to relief thereunder, any claim under the New Hampshire Consumer Protection Act or right to relief thereunder, any claim under the Illinois Ticket Sale and Resale Act or right to relief thereunder, any claim under Illinois Consumer Fraud and Deceptive Business Practices Act or right to relief thereunder, violations of gift-card or credit statutes, conversion, unjust enrichment, negligent misrepresentation, fraud, breach of express or implied warranty and similar claims under the consumer protection and/or deceptive trade practices acts, common law and statutory law of all states and territories of the United States, all provinces and territories of Canada and the District of Columbia, including but not limited to any and all consumer protection statutes, rules or regulations.

**40.** Released Parties - “Released Parties” means Vivid Seats LLC and Vivid Seats Ltd. and their affiliates and each of their respective past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-members, employees, partners, agents, insurers, co-insurers, attorneys, legal representatives, other agents and all other Persons, entities or individuals acting or purportedly acting for or on their behalf (including without limitation any governmental entity).

**41.** Releasing Parties - “Releasing Parties” means Plaintiffs (on behalf of themselves and all Settlement Class Members), each of the Settlement Class Members and the respective predecessors, successors, assigns, subrogees, officers, directors, employees, agents, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers, insurance brokers, credit card companies of each of the Plaintiffs and Settlement Class Members as well as all other

legal or natural persons who may claim by, through or under Plaintiffs or the Settlement Class Members and who have not excluded themselves from the Settlement Class.

**42.** Rescheduled Event - “Rescheduled Event” means an event that, at any time from September 29, 2016 through the Preliminary Approval Date, was delayed from occurring on its originally scheduled date, that has not been cancelled from occurring as of the Preliminary Approval Date, that has not yet occurred and that has been rescheduled to occur on a date certain after the Preliminary Approval Date.

**43.** Request for Exclusion - “Request for Exclusion” means any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section VIII below.

**44.** Service Awards - “Service Awards” means compensation for Plaintiffs, as defined in Section X(B) below, for the time and effort undertaken in this Litigation, which shall be subject to Court approval.

**45.** Settlement - “Settlement” means the agreement by Plaintiffs and Vivid Seats to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

**46.** Settlement Administrator - “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other settlement requirements of this Settlement Agreement. The Parties agree that Angeion Group shall serve as the Settlement Administrator, subject to approval by the Court.

**47.** Settlement Agreement - “Settlement Agreement” means this settlement agreement, including any amendment hereto pursuant to Section XV(E) below, and all the exhibits attached hereto.

**48.** Settlement Class - “Settlement Class” means all Persons who at any time on or before the Preliminary Approval Date purchased a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event, subject to the exclusions stated in Section III(A)(i)-(vii) below.

**49.** Settlement Class Member - “Settlement Class Members” means all Persons in the Settlement Class who do not exclude themselves pursuant to Section VIII below.

**50.** Settlement Fees and Expenses - “Settlement Fees and Expenses” means the authorized costs and expenses incurred by the Settlement Administrator in providing Class Notice and implementing the Notice Program in accordance with this Settlement Agreement and the anticipated Preliminary Approval Order and all authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement Agreement, including but not limited to costs and expenses associated with assisting the Settlement Class, processing claims, escrowing funds, issuing and/or mailing awards, paying taxes and tax expenses and other authorized fees and expenses of the Settlement Administrator. All Settlement Fees and Expenses shall be paid exclusively out of the Cash Fund.

**51.** Settlement Website - “Settlement Website” means [www.ticketpurchase.settlement.com](http://www.ticketpurchase.settlement.com) which will be a dedicated website created and maintained by the Settlement Administrator and will contain relevant documents and information about the Settlement including this Settlement Agreement, the Published Notice and other documents that Class Counsel and Defense Counsel agree upon.

**52.** Vivid Seats - “Vivid Seats” means Vivid Seats LLC.

**53.** The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

**III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

**A.** The Parties stipulate to certification, for settlement purposes only, of the Settlement Class defined as follows:

All Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event.

Specifically excluded are the following Persons:

- (i) Vivid Seats and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;
- (ii) Class Counsel;
- (iii) The judges who have presided over the Litigation; and
- (iv) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

**B.** After execution of this Settlement Agreement, Plaintiffs and Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit 5, which by its terms shall:

- 1. Preliminarily approve the terms of the Settlement Agreement;
- 2. Certify the Settlement Class for purposes of this Settlement Agreement only;
- 3. Find that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing notice to the Settlement Class;
- 4. Approve the contents of the Class Notice and the Notice Program;
- 5. Find that the Notice Program (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the

Litigation and of their right to object to or to exclude themselves from the Settlement and (c) meets all applicable requirements of applicable law;

6. Require each member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VIII below;

7. Preliminarily enjoin all members of the Settlement Class unless and until they have timely excluded themselves from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members from assisting a state, provincial or federal agency in any action or investigation initiated by such agency;

**8.** Order that any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

**9.** Require each Settlement Class Member who is not an Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Class Counsel a statement of the objection in accordance with the procedures outlined in Section IX below no later than forty-five (45) Days after the Notice Date or as the Court otherwise may direct;

**10.** Require any response to an objection shall be filed with the Court no later than fourteen (14) Days prior to the Final Approval Hearing;

**11.** Specify that any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements of Section IX below shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

**12.** Require that any attorney hired by a Settlement Class Member for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;

**13.** Require that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing to provide to Class Counsel and Defense Counsel and to file with the Clerk of

the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date or as the Court may otherwise direct;

14. Direct that Class Counsel shall file their applications for the Attorneys' Fees and Expenses and Plaintiffs' Service Awards in accordance with the terms set forth in Section X;

15. Direct that Class Counsel shall file their papers in support of final approval of the Settlement no later than sixty (60) Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

16. Schedule a Final Approval Hearing to review comments regarding the proposed Settlement and to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiffs and dismissing the claims against Vivid Seats with prejudice; and

17. Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed settlement.

**IV. SETTLEMENT COMPENSATION AND BENEFITS; INJUNCTIVE RELIEF**

A. **Cash Fund.** In consideration of the Release, the Class Counsel Release and the dismissal of the Litigation with prejudice and subject to the limits specified herein, Vivid Seats agrees to make an all-inclusive common fund payment of seven million five hundred thousand dollars (\$7,500,000) (less any amounts for Settlement Fees and Expenses already paid) to the Cash Fund. Vivid Seats shall cause seven million five hundred thousand dollars (\$7,500,000)

(less any amounts for Settlement Fees and Expenses already paid) to be paid into the Escrow Account within thirty (30) Days of the Final Order and Judgment. Except for costs associated with the implementation of the injunctive relief set forth in Section IV(B)(2), this amount shall represent the entirety of Vivid Seats' monetary obligation under this Settlement Agreement, and no further monetary obligation shall be imposed on Vivid Seats or otherwise required.

**B. Compensation and Benefits to Settlement Class Members; Injunctive Relief for Settlement Class Members.** Settlement Class Members are entitled to the following compensation, benefits and/or injunctive relief:

**1. Cancelled Events.** Settlement Class Members who purchased a ticket to a Cancelled Event and held that ticket at the time the event became a Cancelled Event may submit a claim for a cash payment equal to the Purchase Price of the ticket to the Cancelled Event, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member. All such payments shall be paid exclusively from the Cash Fund. A Settlement Class Member who claims a cash payment pursuant to this Section IV(B)(1) shall relinquish and no longer be entitled to any Credit from Vivid Seats toward the purchase of tickets to events through Vivid Seats, subject to the limitations provided in Section IV(D) below, and Vivid Seats shall have no obligation to make any charitable payment or donation in connection with the purchase of tickets to a Cancelled Event by a Settlement Class Member who claims a cash payment from the Cash Fund, even if Vivid Seats previously agreed to make such a charitable payment or donation. In order to be eligible to receive the benefits of this Section IV(B)(1), a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

**2. Postponed Events And Rescheduled Events.** Vivid Seats agrees to the entry of an order for injunctive relief requiring as follows: Settlement Class Members who purchased and hold a ticket to a Postponed Event or a Rescheduled Event shall automatically be entitled to a Credit equal to 110% of the total of the Purchase Price of the ticket to the Postponed Event or Rescheduled Event less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member, in the event that the Postponed Event or Rescheduled Event becomes cancelled and the Settlement Class Member still holds the ticket to the Postponed Event or Rescheduled Event at the time it is cancelled. By way of example only, if the Purchase Price of a ticket to a Postponed Event is \$100, and the Settlement Class Member has already been paid \$50, in the event the Postponed Event becomes cancelled and the Settlement Class Member still holds the ticket, the Settlement Class Member shall automatically be entitled to a Credit equal to \$55 ( $1.10 \times (\$100 - \$50)$ ). The Credit may be used toward the purchase of tickets to events through Vivid Seats. In lieu of the foregoing Credit option, however, Settlement Class Members who purchased and hold a ticket to a Postponed Event or a Rescheduled Event may instead request from Vivid Seats within twenty-one (21) Days of receipt of a notice that the Postponed Event or Rescheduled Event has been cancelled a cash payment equal to the Purchase Price of the ticket to the Postponed Event or Cancelled Event, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member.

**3. Extension Of Credits.** The expiration date for all active, non-expired Credits currently held by Settlement Class Members and not otherwise relinquished under this Settlement Agreement shall be extended, such that those Credits shall be valid for use toward the purchase of tickets through Vivid Seats through December 31, 2022. All Credits provided to

Settlement Class Members pursuant to Section IV(B)(2) shall also be valid for use toward the purchase of tickets through Vivid Seats through December 31, 2022.

**C. Deadline to Submit Claims Pursuant To Section IV(B)(1); Payment of Claims Pursuant to Section IV(B)(1).** The deadline to submit a claim pursuant to Section IV(B)(1) shall be the Claim Deadline. The Settlement Administrator shall not review or pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline. The Settlement Administrator will pay all approved claims as soon as reasonably practicable following the Effective Date. Prior to paying any approved claim, however, the Settlement Administrator shall inform Vivid Seats of the approved payment amount so that Vivid Seats can provide the Settlement Administrator any updated information on amounts paid to or spent in Credit by the Settlement Class Member and so that Vivid Seats can adjust or update the account of the Settlement Class Member to accurately reflect the amount of Credit to which the Settlement Class Member shall be entitled. Vivid Seats reserves the right to place a hold on the account, to reduce the amount of Credit previously on the account and/or to invalidate and reissue (in whole or in part) any Credit previously on the account to ensure the Settlement Class Member receives the amount of Credit to which the Settlement Class Member is entitled under this Settlement and does not receive more than the amount to which the Settlement Class Member is entitled.

**D. Allocation of Cash Fund In The Event Of Oversubscription Or Undersubscription.** If the Cash Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Cash Fund), then claims will be reduced pro rata, meaning that each cash award will be reduced by an equal percentage until the Cash Fund is no longer oversubscribed. In the event of pro rata reductions, Settlement Class Members will forfeit that

portion of any existing Credit that they currently hold and have not yet redeemed that is equal to (i) the Credit issued prior to any redemption of that Credit divided by the Purchase Price multiplied by (ii) the cash payment being issued. By way of examples only, if a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a Credit valued at \$100 (i.e., 100%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a Credit valued at \$20 in addition to \$80 in cash and will forfeit Credits valued at \$80 ( $(\$100/\$100) \times \$80$ ). If a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a Credit valued at \$110 (i.e., 110%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a Credit equal to \$22 in addition to \$80 in cash and will forfeit Credits valued at \$88 ( $(\$110/\$100) \times \$80$ ). If the Cash Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars or value available in the Cash Fund), then any remaining dollars within the Cash Fund shall be reallocated pro rata to previously-approved, valid claims against that Cash Fund. Vivid Seats shall have no obligation to make any charitable payment or donation in connection with a purchase of tickets to a Cancelled Event by a Settlement Class Member who receives a cash payment from the Cash Fund, even if the Cash Fund is oversubscribed or undersubscribed and even if Vivid Seats previously agreed to make such a charitable payment or donation.

## **V. ADMINISTRATION OF THE SETTLEMENT**

**A. Establishment And Administration Of The Cash Fund As A Qualified Settlement Fund.** Within thirty (30) Days after the entry of the Final Order and Judgment, Vivid Seats shall pay the total sum of the Cash Fund (less any costs and expenses related to Settlement Fees and Expenses already paid by Vivid Seats) into the Escrow Account to be held in escrow by the Settlement Administrator. The Cash Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant

to the subject matter jurisdiction of the Court under Treasury Regulation Section 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation Section 1.468B-1. After the Cash Fund has been paid into the Escrow Account, the Parties and the Settlement Administrator agree to treat the Cash Fund as a QSF within the meaning of Treasury Regulation Section 1.468B-1.

**B. Cash Fund, Distributions And Expenses.** No portion of the Cash Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Cash Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiffs from being in constructive receipt, as determined under federal income tax principles, of the Cash Fund. All expenses incurred in administering the Cash Fund, including without limitation, the fees and expenses of the Settlement Administrator and all Settlement Fees and Expenses, shall be paid from the Cash Fund. If this Settlement Agreement does not for any reason become Final or effective or is otherwise rescinded, withdrawn or abrogated before the Effective Date of the Settlement, then all amounts that have been paid by Vivid Seats into the Escrow Account shall be returned to Vivid Seats.

**C. Administrator Of The Cash Fund.** For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B as promulgated thereunder, the “administrator” shall be the Settlement Administrator or its successors. The Settlement Administrator shall have the authority to conduct any and all activities necessary to administer the Cash Fund. The Settlement Administrator shall submit

personally to the jurisdiction of the Court. The Settlement Administrator shall be indemnified and held harmless by Plaintiffs and the Settlement Class from any claims made by any alleged lien holder or other Person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Cash Fund.

**D. QSF-Related Duties Of The Settlement Administrator.** The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Cash Fund (including without limitation the returns described in Treasury Regulation Section 1.468B-2(k)). Such Tax Returns shall be consistent with this subsection and in all events shall reflect that all taxes (including any estimated taxes, earnings or penalties) on the income earned on the funds deposited in the Cash Fund shall be paid out of such funds as provided herein. In all events, Vivid Seats and Defense Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Vivid Seats and Defense Counsel shall have no liability or responsibility for the taxes of the Cash Fund with respect to the Cash Fund Amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Cash Fund as provided herein). In the event any taxes are owed by Vivid Seats or Defense Counsel on any earnings on the funds on deposit in the Cash Fund, such amounts shall also be paid out of the Cash Fund. Taxes with respect to the Cash Fund shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Cash Fund without prior order from the Court or approval by Vivid Seats. The Settlement

Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation Section 1.468B-2(l)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Cash Fund upon the execution of an order by the Court establishing the Cash Fund. The Settlement Administrator is authorized, upon final distribution of all monies paid into the Cash Fund, to take appropriate steps to wind down the Cash Fund and thereafter the Settlement Administrator is discharged from any further responsibility with respect to the Cash Fund.

**VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

**A.** Promptly after the Preliminary Approval Date, the Parties will direct the Settlement Administrator to issue Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class and to otherwise administer the Settlement Agreement.

**B.** The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for submitting claims electronically and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and the Claim Form for download or electronic submission.

**C.** The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement

Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim.

**D.** All costs and expenses related to the administration of this Settlement, including whenever paid by Vivid Seats or the Settlement Administrator, will be deducted from the Cash Fund.

**VII. NOTIFICATION TO CLASS MEMBERS**

**A.** The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

**B.** All costs associated with providing Class Notice to the Settlement Class shall be paid exclusively by the Settlement Administrator from the Cash Fund. Prior to the funding of the Cash Fund, Vivid Seats will make payments necessary to cover the costs of the Notice Program. Such pre-payments will be deducted from the amount ultimately contributed to the Cash Fund.

**C.** As soon as practicable after the Preliminary Approval Order, the Settlement Administrator will obtain the name and address and/or email address of each potential member of the Settlement Class from Vivid Seats.

**D.** Within sixty (60) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit 3) to (1) Settlement Class Members who, on or after January 1, 2020, purchased a ticket(s) to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) and (2) Settlement Class Members who, prior to January 1, 2020, purchased a ticket(s) to a Cancelled Event(s) and have not received a cash payment equal to the Purchase Price of the ticket to the Cancelled Event, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class

Member, at each Settlement Class Member's last known address as provided to Vivid Seats upon purchase of a ticket through Vivid Seats or, at an alternative, readily-ascertainable address by First-Class Mail, postage prepaid.

**E.** Within sixty (60) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will email the Court-approved Emailed Notice (Exhibit 2) to all potential Settlement Class Members at the email address that they provided to Vivid Seats upon purchase of a ticket through Vivid Seats.

**F.** The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the Mailed Notice to any more accurate addresses so found.

**G.** Within fourteen (14) Days of the entry of the Preliminary Approval Order, the Settlement Administrator will cause the Settlement Website located at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions. The Settlement Website shall be rendered inactive thirty (30) Days after the Effective Date. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

**H.** Class Counsel, Defense Counsel and Vivid Seats will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class.

**I.** As appropriate, Class Counsel, Vivid Seats and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than twenty-one (21) Days before the Final Approval Hearing.

**J.** In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten (10) Days after the motion for preliminary approval is filed, the Settlement Administrator shall provide notice of this proposed Settlement, as well as all other documents required by the Class Action Fairness Act, to the Attorney General of the United States, and to the attorneys general of each state or territory in which Settlement Class Members may reside. The Settlement Administrator will provide copies of such notifications to Class Counsel and Defense Counsel at the time of their submission to the attorneys general.

**VIII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS**

**A.** The provisions of this subsection shall apply to any Request for Exclusion. Any member of the Settlement Class may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator as specified in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion must:

- i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

ii. State the name, address and telephone number of the Person requesting exclusion;

iii. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Person purchased tickets through Vivid Seats and the date on which each event was originally scheduled to occur; and

iv. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

**B.** A member of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

**C.** A member of the Settlement Class who wish to be excluded from the Settlement Class must do so with respect to all tickets to Cancelled Events, Postponed Events and Rescheduled Events that they purchased through Vivid Seats. Members of the Settlement Class may not exclude themselves from the Settlement Class with respect to one or more tickets purchased through Vivid Seats while seeking relief through the Settlement with respect to other tickets.

**D.** Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. If the Person requesting exclusion is represented by counsel, the Request for Exclusion shall also be signed by the attorney who represents him or her.

**E.** Not later than seven (7) business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**F.** Any member of the Settlement Class who has not timely and properly filed a written Request for Exclusion from the Settlement Class shall be bound by this Settlement and by all subsequent procedures, orders and judgments in this action.

**G.** Any member of the Settlement Class who elects to opt out of the Settlement Class pursuant to this Section shall not be entitled to relief under or be affected by the Settlement Agreement.

**H.** Any member of the Settlement Class who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

**IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

**A.** Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection must:

i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

ii. State the name, address and telephone number of the Settlement Class Member objecting;

iii. State the name, address and telephone number of every attorney representing or assisting the objector;

iv. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Settlement Class Member purchased tickets through Vivid Seats and the date on which each event was originally scheduled to occur;

v. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Person wishes to be considered in support of the objection;

vi. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated - financially or otherwise -- in objecting to a class settlement during the preceding five years; and

vii. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

**B.** Members of the Settlement Class may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

**C.** The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to the Settlement Agreement, in accordance with such Settlement Class Members' due process rights.

**D.** The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection, including any request to be heard, with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the

required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

E. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms above may appeal any Final Order and Judgment. The proposed Final Order and Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Order and Judgment, which appeal will delay the distribution of benefits to the Settlement Class, may be required to post a bond as required by the Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

X. **ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

A. **Attorneys' Fees and Expenses.** All Attorneys' Fees and Expenses shall be paid out of the Cash Fund in an amount to be awarded by the Court. Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs. Class Counsel's request for Attorneys' Fees and Expenses will not exceed two million five hundred thousand dollars (\$2,500,000) in aggregate fees and costs. Vivid Seats will not oppose Class Counsel's application for said award of fees and expenses. Class Counsel shall be entitled to the Attorneys' Fees and Expenses awarded by the Court (subject to the limitations of this Section and provided that Class Counsel has first provided to the Settlement Administrator completed W-9 forms and completed wire transfer form) thirty (30) Days after the Effective Date. All such amounts will be paid from the Cash Fund. Class Counsel shall file their papers in support of any application for Attorneys' Fees and Expenses no later than the Notice Date.

B. **Service Awards For Plaintiffs.** In recognition of Plaintiffs' work on behalf of the Settlement Class, Vivid Seats agrees not to oppose an application for a Service Award not to

exceed two thousand five hundred dollars (\$2,500) per Plaintiff. Any Service Awards ordered by the Court will be paid exclusively out of the Cash Fund thirty (30) Days after the Effective Date, provided that Class Counsel have provided to the Settlement Administrator completed W-9 forms for the Plaintiffs and wire transfer forms at least twenty-one (21) Days before payment. Any Service Awards are in addition to other payments to Plaintiffs under the Settlement. Class Counsel shall file their papers in support of any application for Service Awards for Plaintiffs no later than the Notice Date.

**XI. FINAL ORDER AND JUDGMENT, RELEASE, CLASS COUNSEL RELEASE, DISMISSAL OF ACTION AND JURISDICTION OF COURT**

A. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Approval Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws, that, among other things:

1. Finds that the Court has and retains personal jurisdiction over Plaintiffs and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;
2. Certifies a Settlement Class solely for purposes of this Settlement;
3. Grants final approval to this Settlement Agreement as being fair, reasonable and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

4. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of any of the Releasing Parties.

5. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Class Counsel Release maintained by or on behalf of any of the Class Counsel Releasing Parties.

6. Finds that the Notice Program implemented pursuant to this Settlement Agreement: (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Final Approval Hearing and of their right to seek relief; (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law;

7. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;

8. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

9. Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against Vivid Seats and the Released Parties;

10. Adjudges that Class Counsel Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Class Counsel Released Claims against Vivid Seats and the Released Parties;

11. Approves payment of the Attorneys' Fee and Expenses to Class Counsel and Plaintiffs' Service Awards in a manner consistent with Section X above;

12. Enters an injunction directing Vivid Seats to provide Settlement Class Members with the benefits described in Section IV(B)(2);

13. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Vivid Seats, Plaintiffs, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

14. Provides that upon the Effective Date, Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class shall be barred from asserting any Released Claims against Vivid Seats or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Vivid Seats and all Released Parties;

15. Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any

misrepresentation or omission in any statement or written document approved or made by Vivid Seats or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement;

**16.** Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial or federal agency in any investigation or suit initiated by any such agency;

**17.** Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and

**18.** Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Order and Judgment and (b) do not limit the rights of the Parties or Settlement Class Members.

**B.** As of the Effective Date, the Releasing Parties are deemed to have fully released and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for Service Awards to Plaintiffs.

**C.** As of the Effective Date, the Class Counsel Releasing Parties are deemed to have fully released and forever discharged the Released Parties of and from all Class Counsel Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Class Counsel Release, the Class Counsel Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs, or any of them, in connection with or related in any manner to the Litigation, the Settlement or the administration of such Settlement.

**D.** Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Agreement and the Release and all

of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

E. The Releasing Parties, the Class Counsel Releasing Parties and the Released Parties expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Notwithstanding California or other law, the Releasing Parties, the Class Counsel Releasing Parties and the Released Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Released Claims and/or the Class Counsel Released Claims, and the Releasing Parties, the Class Counsel Releasing Parties and the Released Parties hereby agree and acknowledge that this is an essential term of the Release and/or the Class Counsel Release. In connection with the Release and/or the Class Counsel Release, the Releasing Parties, the Class Counsel Releasing Parties and the Released Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims and/or the Class Counsel Released Claims, are hereby released, relinquished and discharged.

F. Nothing in the Release or the Class Counsel Release shall preclude any action to enforce the terms of this Agreement, including participation in any of the processes detailed herein.

**XII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT**

A. Within fifteen (15) Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, but in any event before the Effective Date, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

1. If the Court fails to approve the Settlement Agreement as written or if on appeal the Court's approval is reversed or modified;

2. If the Court materially alters any of the terms of the Settlement Agreement, provided however that any reduction to an award of Attorneys' Fees and Expenses or to the Service Award shall not constitute a material alteration;

3. If the Preliminary Approval Order, as described in Section III(B) above, or the Final Order and Judgment, as described in Section XI(A) above, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason; or

4. If any Settlement Class Member or Opt Out seeks or continues to seek, on behalf of or for the benefit of a group or class of individuals or for the public, restitution or a right to request a refund in any action or proceeding involving Vivid Seats relating to any of the Released Claims, notwithstanding this Settlement Agreement.

In the event of a withdrawal pursuant to this Section XII(A)(4), any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

**B.** If Settlement Class Members properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section VIII above, thereby becoming Opt Outs, and are in a number more than indicated in the Parties' separate filing under seal with the Court, then Vivid Seats may withdraw from the Settlement and terminate this Settlement Agreement. In that event, all of Vivid Seats' obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Vivid Seats' position on the issue of class certification; and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

**C.** In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Vivid Seats must notify Class Counsel in writing of its election to do so within ten (10) business Days after being served with the Opt-Out List by the Settlement Administrator.

**D.** In the event that Vivid Seats exercises such right, Class Counsel shall have thirty (30) business Days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number indicated in the Parties' separate filing under seal with the Court, Vivid Seats shall withdraw its election to withdraw from the Settlement and terminate the Settlement Agreement. In no event, however, shall Vivid Seats have any further obligation under this Settlement Agreement to any Opt Out unless such Settlement Class Member withdraws the Settlement Class Member's Request for Exclusion.

**E.** For purposes of this Section XII, Opt Outs shall not include (i) Persons who are specifically excluded from the Settlement Class under Section III(A)(i)-(iv) above, (ii) Opt Outs who elect to withdraw their Request for Exclusion and therefore become Settlement Class

Members and (iii) Opt Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Settlement Agreement.

**F.** In the event of withdrawal by Vivid Seats in accordance with the terms set forth in this Section XII, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or as evidence of or as an argument for the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Vivid Seats, Plaintiffs and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court.

**XIII. EFFECTIVE DATE**

**A.** The Effective Date of this Settlement Agreement shall be thirty (30) Days after the date when each and all of the following conditions have occurred:

- 1.** This Settlement Agreement has been fully executed by all Parties and their counsel;
- 2.** Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the form of Class Notice, all as provided above;

3. Class Notice has been sent by means of the Notice Program, as provided above;

4. The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and

5. The Final Order and Judgment has become Final as defined in Section XIII(B) below.

**B.** “Final,” when referring to a judgment or order means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

**C.** If, for any reason, this Settlement Agreement fails to become Final pursuant to the Section XIII(B) above, the orders, judgment and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Litigation as if this Settlement Agreement had never been entered into.

#### **XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A.** Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal valid and binding obligation.

**B.** Vivid Seats, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Vivid Seats of this Settlement Agreement and the consummation by Vivid Seats of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Vivid Seats. This Settlement Agreement has been duly and validly executed and delivered by Vivid Seats and constitutes its legal, valid and binding obligation.

**XV. ADDITIONAL PROVISIONS**

**A.** This Settlement Agreement and the exhibits and related documents hereto as well as any payment of monies or any other action taken by Vivid Seats pursuant to any provision of this Settlement Agreement are not and shall not at any time be construed or deemed to be or to evidence any admission against or concession by Vivid Seats with respect to any wrongdoing, fault or omission of any kind whatsoever, whether or not this Settlement Agreement results in entry of a Final Order and Judgment as contemplated herein. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Vivid Seats denies any liability to Plaintiffs and to all members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

**B.** This Settlement Agreement is entered into only for purposes of settlement. In the event that the Effective Date does not occur for any reason or the Final Order and Judgment is not entered, then this Settlement Agreement, including any Release, Class Counsel Release or dismissals hereunder, is cancelled and null and void. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties'

settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

**C.** The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, declarations and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

**D.** The headings of the sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

**E.** This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

**F.** There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Settlement Agreement.

**G.** In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this

Settlement Agreement in order to give this Settlement Agreement full force and effect. The executing of documents must take place prior to the date scheduled for the preliminary approval hearing.

**H.** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**I.** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

**J.** Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

**K.** No Person shall have any claim against Plaintiffs, Class Counsel, Vivid Seats, Defense Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

**L.** Plaintiffs represent and warrant that no portion of any claim, right, demand, action or cause of action against the Released Parties that Plaintiffs have or may have arising out of any allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred or conveyed by or for Plaintiffs in any manner or is subject to an attorneys' lien; and no Person other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Settlement Agreement as those of Plaintiffs.

**M.** If any section, subsection, clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other section, subsection, clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable section, subsection, clause, paragraph or other provisions had not been contained herein.

**N.** The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

**O.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

**P.** Within thirty (30) Days after the Effective Date, Class Counsel and Defense Counsel will return all confidential material produced by one to the other in discovery or otherwise in connection with the Litigation.

**Q.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

**R.** The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among

the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

**S. Integrated Agreement:**

**1.** All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

**2.** This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth herein.

**T.** Any notice, request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than the Class Notice and CAFA Notices) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to the following addresses:

All Notices to Class Counsel or Plaintiffs shall be sent to:

Steven D. Liddle  
Nicholas A. Coulson  
LIDDLE & DUBIN, P.C.  
975 East Jefferson Avenue  
Detroit, Michigan 48207

All Notices to Defense Counsel or Vivid Seats shall be sent to:

Mark S. Mester  
Robert C. Collins III  
LATHAM & WATKINS LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, Illinois 60611

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, Requests for Exclusion, or other documents or filings received as a result of the Class Notice.

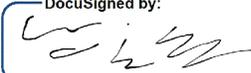
U. Plaintiffs and Class Counsel hereby agree to not engage in any communications with the media or the press, on the Internet or in any public forum, orally or in writing, that relate to this Settlement, the Litigation or the claims or allegations in the Litigation other than statements that are fully consistent with the Class Notice.

V. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

*[The Remainder Of This Page Is Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff Timothy Nellis

DocuSigned by:  
  
EA8F94B4AD56415...

Date: 2/22/2021

LIDDLE & DUBIN, P.C.

 2/23/21

Steven D. Liddle  
Nicholas A. Coulson  
975 East Jefferson Avenue  
Detroit, Michigan 48207  
Telephone: (313) 392-0015  
Facsimile: (313) 392-0025

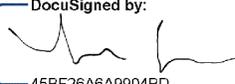
Plaintiff Janel Dranes

DocuSigned by:  
  
0F93A123A55F491...

Date: 2/23/2021

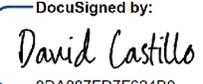
Counsel for Plaintiffs  
For the limited purpose of effecting the Class Counsel Release.

Plaintiff Lucy Sousa

DocuSigned by:  
  
45BF26A6A9904BD...

Date: 2/22/2021

Plaintiff David Castillo

DocuSigned by:  
  
8DA887FD7F624B0...

Date: 2/22/2021

Plaintiff Edward Camarena

DocuSigned by:  
  
02139FC044D344D...

Date: 2/22/2021

Defendant Vivid Seats LLC

Approved as to form:  
LATHAM & WATKINS LLP

By: LF  
Lawrence Fey

Mark S. Mester

Its: CFO

Mark S. Mester  
330 North Wabash Avenue, Suite 2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
Facsimile: (312) 993-9767

Date: 3-3-21

Counsel for Defendant

# EXHIBIT 1

# Claim Form

**VIVID SEATS TICKET PURCHASE SETTLEMENT CLAIM FORM – CANCELLED EVENTS**

**I. INSTRUCTIONS**

You can submit this form by mail to \_\_\_\_\_, or you can file claims online at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com). The deadline to submit or postmark a claim is \_\_\_\_\_.

Please carefully read the Class Notice (available at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)) regarding the Settlement before filling out this form. Terms in this Claim Form are defined in the Class Notice and/or the Settlement Agreement, both of which are available at the Settlement Website ([www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)), or by calling \_\_\_\_\_ or emailing \_\_\_\_\_.

**II. OPTIONS FOR PURCHASERS OF TICKETS TO CANCELLED EVENTS**

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may have already received a credit on your Vivid Seats account toward the purchase of tickets to future events. The expiration date for any such active, non-expired credit will be extended such that that credit is valid for use toward the purchase of tickets through Vivid Seats through December 31, 2022. To receive this benefit, you are not required to do anything. If you would instead prefer a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) to the Cancelled Event(s), less any sums already paid or spent in credit, you must submit this form by \_\_\_\_\_, 2021 to be eligible to qualify for a payment. By submitting this claim form and receiving payment hereunder, you will relinquish, and no longer be entitled to, the credit on your Vivid Seats account (except that you may be entitled to retain a certain portion of that credit in the event of oversubscription of the Cash Fund, as described in Section IV(A) of the Settlement Agreement). Vivid Seats shall also have no obligation to make any charitable payment or donation in connection with your purchase of tickets to a Cancelled Event, even if Vivid Seats previously agreed to make such a charitable payment or donation.

**III. CLAIMANT CONTACT INFORMATION**

Full Name

Email Address Used With Vivid Seats

Mailing Address

City

State

Zip Code

Telephone Number

**IV. EVENT INFORMATION**

*If you purchased tickets through Vivid Seats on or before \_\_\_\_\_ to more than one event that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, complete and attach an additional page for each such event for which you seek a cash payment.*

Name of Cancelled Event

Original Date of Cancelled Event

# of Tickets

Order Total

Vivid Seats Order #

**V. CLAIM CERTIFICATION AND RELEASE**

*I have received notice of the Settlement, and I submit this Claim Form under the terms of the Settlement. I acknowledge that under the terms of the Settlement, I am bound by any Court judgment that may be entered in this lawsuit and, upon the Effective Date of the Settlement, will release claims against Vivid Seats as set forth in the Settlement Agreement. I submit to the jurisdiction of the United States District Court for the Northern District of Illinois with regard to my claim and for purposes of enforcing the release of claims. I acknowledge that all claims are subject to investigation, and any false claims may be subject to legal action. By submitting this claim form and receiving payment hereunder, I understand and acknowledge that by electing a cash payment, I am relinquishing, and will no longer be entitled to, a credit from Vivid Seats toward the purchase of tickets to events through Vivid Seats, pursuant to the terms of the Settlement Agreement, and Vivid Seats shall have no obligation to make any charitable payment or donation in connection with my purchase of tickets to a Cancelled Event, even if Vivid Seats previously agreed to make such a charitable payment or donation.*

***I certify under penalty of perjury that all of the foregoing information is true and correct.***

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

# EXHIBIT 2

## Emailed Notice

From: Vivid Seats Purchase Settlement Administrator

Subject Line: Vivid Seats Purchase Settlement – Legal Notice

Content:

**Notice Id for <<FirstName>> <<LastName>> : <<NoticeID>>**

**LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF ILLINOIS**

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

**If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may be entitled to a cash payment or other relief from a proposed class action settlement.**

**If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled, you may be entitled to a cash payment or other relief from a class action settlement if the event is cancelled.**

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

[www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)

**Questions?** Call \_\_\_\_\_

*Para ver este aviso en español, visite*

[www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)

**What is this notice about?** A proposed Settlement has been reached in a lawsuit against Vivid Seats LLC (“Vivid Seats”). The lawsuit claimed that Vivid Seats was obligated to make payments for tickets purchased on or before \_\_\_\_\_ to events that, at any time from September 29, 2016 through \_\_\_\_\_, were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that purchasers were injured as a result. Vivid Seats denies these

allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

**Who is included?** You may be a Settlement Class Member if you reside in the United States, its territories or Canada, and you used Vivid Seats to purchase tickets on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_ was cancelled, postponed or rescheduled.

**What can I get if the event to which I purchased tickets was cancelled?** The proposed Settlement creates a common fund of \$7.5 million to pay approved claims.

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may have already received a credit on your Vivid Seats account toward the purchase of tickets to future events. The expiration date for any such active, non-expired credits will be extended through December 31, 2022. **To receive this benefit, you need not do anything. If you would instead prefer a cash payment equal to the price of the ticket(s) you purchased to the Cancelled Event(s) (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less amounts paid with gift cards, store credit or loyalty credit), less any sums already paid or spent in credit, you must submit or postmark a Claim Form by \_\_\_\_\_, 2021 to be eligible.** The Claim Form is available at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) and can be submitted by mail to \_\_\_\_\_ or online at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com). If you have any questions about how to file a claim, call \_\_\_\_\_ or email \_\_\_\_\_. If you claim a cash payment, you will no longer be entitled to any credit toward the purchase of tickets to events (except as described in the Settlement Agreement). Vivid Seats shall also have no obligation to make any charitable donation in connection with your purchase of tickets to a Cancelled Event. Based on the number of claims filed, you may receive more than your purchase price, or you may receive less. If you receive less, you will retain at least as much of any credit you presently hold as is necessary to constitute 100% of the purchase price (as defined above) when combined with your cash payment.

**What can I get if the event to which I purchased tickets was postponed or rescheduled?** If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled but not yet cancelled, and that event is cancelled after \_\_\_\_\_, you will automatically be entitled to a credit on your Vivid Seats account toward the purchase of tickets to future events equal to 110% of the total of the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) less any sums already paid or spent in credit. That credit will be valid through December 31, 2022. You can instead elect to receive a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) to the Postponed Event or Rescheduled Event that was later cancelled, less any sums already paid or spent in credit. **To elect to receive this cash payment, you must request it from Vivid Seats within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled.**

**What are my options?**

1. If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_ was cancelled, you can (1) do nothing and any active, non-expired credit you have already received will be extended, (2) submit or postmark a Claim Form by \_\_\_\_\_ to request a cash payment, (3) exclude yourself by \_\_\_\_\_ or (4) object to the Settlement by \_\_\_\_\_.
2. If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_ was postponed or rescheduled, you can (1) do nothing and be eligible for the injunctive relief in the Settlement, (2) exclude yourself by \_\_\_\_\_ or (3) object to the Settlement by \_\_\_\_\_.

If you exclude yourself, you must do so with respect to all tickets otherwise covered by this Settlement. You may not exclude yourself with respect to some but not all of these tickets. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Vivid Seats (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) or call \_\_\_\_\_.

**What happens next?** The Court, located in Chicago, Illinois, will hold a hearing on \_\_\_\_\_, **2021** at \_\_\_\_\_ (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what Service Award, if any, should be given to the Plaintiffs. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) for updates.

**Who represents me?** The Court has appointed Steven D. Liddle, Esq., and Nicholas A. Coulson, Esq., of Liddle & Dubin, P.C. (975 E. Jefferson Avenue, Detroit, MI 48207 or (313) 392-0015) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How do I get more information?** For more information, including the Emailed Notice, Published Notice, Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Settlement Awards and Settlement Agreement, call \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

*Unsubscribe*

# EXHIBIT 3

## Mailed Notice

Vivid Seats Purchase Settlement  
c/o [Settlement Administrator]  
PO Box [ ● ]  
[ ● ]

PRE-SORTED  
FIRST-CLASS  
MAIL  
AUTO  
U.S. POSTAGE  
PAID

**LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

**If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may be entitled to a cash payment or other relief from a proposed class action settlement.**

**If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled, you may be entitled to a cash payment or other relief from a class action settlement if the event is cancelled.**

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

**[www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)**

**Questions? Call \_\_\_\_\_**

*Para ver este aviso en español, visite*  
[www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)

<MAILER ID>

<IMB>

<Name>

<Address1>

<Address2>

<City>, <State> <Zip>

<Country>

**What is this notice about?** A proposed Settlement has been reached in a lawsuit against Vivid Seats LLC ("Vivid Seats"). The lawsuit claimed that Vivid Seats was obligated to make payments for tickets purchased on or before \_\_\_\_\_ to events that, at any time from September 29, 2016 through \_\_\_\_\_, were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that purchasers were injured as a result. Vivid Seats denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

**Who is included?** You may be a Settlement Class Member if you reside in the United States, its territories or Canada, and you used Vivid Seats to purchase tickets on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_ was cancelled, postponed or rescheduled.

**What can I get if the event to which I purchased tickets was cancelled?** The proposed Settlement creates a common fund of \$7.5 million to pay approved claims.

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may have already received a credit on your Vivid Seats account toward the purchase of tickets to future events. The expiration date for any such active, non-expired credits will be extended through December 31, 2022. **To receive this benefit, you need not do anything. If you would instead prefer a cash payment equal to the price of the ticket(s) you purchased to the Cancelled Event(s) (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less amounts paid with gift cards, store credit or loyalty credit), less any sums already paid or spent in credit, you must submit or postmark a Claim Form by \_\_\_\_\_, 2021 to be eligible.** The Claim Form is available at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) and can be submitted by mail to \_\_\_\_\_ or online at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com). If you have any questions about how to file a claim, call \_\_\_\_\_ or email \_\_\_\_\_. If you claim a cash payment, you will no longer be entitled to any credit toward the purchase of tickets to events (except as

described in the Settlement Agreement). Vivid Seats shall also have no obligation to make any charitable donation in connection with your purchase of tickets to a Cancelled Event. Based on the number of claims filed, you may receive more than your purchase price, or you may receive less. If you receive less, you will retain at least as much of any credit you presently hold as is necessary to constitute 100% of the purchase price (as defined above) when combined with your cash payment.

### **What can I get if the event to which I purchased tickets was postponed or rescheduled?**

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled but not yet cancelled, and that event is cancelled after \_\_\_\_\_, you will automatically be entitled to a credit on your Vivid Seats account toward the purchase of tickets to future events equal to 110% of the total of the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) less any sums already paid or spent in credit. That credit will be valid through December 31, 2022. You can instead elect to receive a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) to the Postponed Event or Rescheduled Event that was later cancelled, less any sums already paid or spent in credit. **To elect to receive this cash payment, you must request it from Vivid Seats within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled.**

### **What are my options?**

- 1. If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_ was cancelled, you can (1) do nothing and any active, non-expired credit you have already received will be extended, (2) submit or postmark a Claim Form by \_\_\_\_\_ to request a cash payment, (3) exclude yourself by \_\_\_\_\_ or (4) object to the Settlement by \_\_\_\_\_.**

2. **If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_ was postponed or rescheduled, you can (1) do nothing and be eligible for the injunctive relief in the Settlement, (2) exclude yourself by \_\_\_\_\_ or (3) object to the Settlement by \_\_\_\_\_.**

If you exclude yourself, you must do so with respect to all tickets otherwise covered by this Settlement. You may not exclude yourself with respect to some but not all of these tickets. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Vivid Seats (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) or call \_\_\_\_\_.

**What happens next?** The Court, located in Chicago, Illinois, will hold a hearing on \_\_\_\_\_, **2021 at \_\_\_\_\_** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what Service Award, if any, should be given to the Plaintiffs. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) for updates.

**Who represents me?** The Court has appointed Steven D. Liddle, Esq., and Nicholas A. Coulson, Esq., of Liddle & Dubin, P.C.(975 E. Jefferson Avenue, Detroit, MI 48207 or (313) 392-0015) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How do I get more information?** For more information, including the Emailed Notice, Published Notice, Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Settlement Awards and Settlement Agreement, call \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

# EXHIBIT 4

# Notice Program

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**TIMOTHY NELLIS, JANEL DRANES, )  
LUCY SOUSA, DAVID CASTILLO )  
AND EDWARD CAMARENA, on behalf )  
of themselves and all other similarly )  
situated, )**

**Case No. 1:20-cv-02486**

**Plaintiffs, )**

**Judge Robert M. Dow Jr.**

**v. )**

**VIVID SEATS LLC, a Delaware )  
Corporation, )**

**Defendant. )**

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP  
REGARDING THE PROPOSED NOTICE PLAN**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

**INTRODUCTION AND RELEVANT EXPERIENCE**

1. I am a partner at the class action notice and claims administration firm, Angeion Group (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs including some of the largest and most complex notice plans in recent history. I have taught numerous accredited continuing legal education courses on the ethics of legal notification in class action settlements, using digital media in due process notice programs, as well as claims administration, generally. I am the author of multiple articles on class action notice, claims administration, and notice design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and

Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”), and I am co-author of the digital media section of Duke Law’s Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23.

4. I have given public comment and written testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and print publication, in effecting due process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Federal Rule of Civil Procedure 23 and suggested an educational curriculum for the judiciary concerning notice procedures.

5. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

6. My notice work comprises a wide range of class actions that include product defect, data breach, mass disaster, false advertising, employment, antitrust, tobacco, banking, firearm, insurance and bankruptcy cases.

7. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. For example, the Honorable Sarah S. Vance stated in her December 31, 2014 Order in In Re: Pool Products Distribution Market Antitrust Litigation, MDL No. 2328, Case No. 2:12-md-02328 (E.D. La.):

To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes

the inclusion of web-based forms of communication in the plan . . . . The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process.

The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement.

As detailed below, courts have repeatedly recognized my work in the design of class action notice programs:

a. On February 24, 2017, the Honorable Ronald B. Rubin in James Roy v. Titeflex Corporation, Case No. 384003V (Md. Cir. Ct.), noted when granting preliminary approval to the settlement:

What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make a decision. To me that is a key piece of this deal. I think the notice provisions are exquisite. (emphasis added).

b. Likewise, on July 21, 2017, the Honorable John A. Ross in In Re: Ashley Madison Customer Data Security Breach Litigation, MDL No. 2669, Case No. 4:15-md-02669 (E.D. Mo.), stated in his Order granting preliminary approval of the settlement:

The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 -- is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process. (Emphasis added).

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the

Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

c. In the In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation, Case No. 3:17-md-02777 (N.D. Cal.), in the court’s February 11, 2019 Order, the Honorable Edward M. Chen ruled:

[In addition] the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice... practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

d. On June 26, 2018, in his Order granting preliminary approval of the settlement in Mayhew v. KAS Direct, LLC, Case No. 7:16-cv-06981 (S.D.N.Y.), the Honorable Vincent J. Briccetti ruled:

In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

e. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

8. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at [www.angeiongroup.com/our\\_team.htm](http://www.angeiongroup.com/our_team.htm).

9. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of settlement and claims processing services.

10. This declaration will describe the Notice Program<sup>1</sup> that we will implement in this matter, including the considerations that informed the development of the plan and why it will provide due process of law to the Settlement Class.

#### **SUMMARY OF THE NOTICE PROGRAM**

11. Class Counsel has retained Angeion to assign personnel to manage the settlement implementation process, including the Notice Program described below. In my professional opinion, the Notice Program detailed below is the best notice that is practicable under the circumstances and fully comports with due process and Federal Rule of Civil Procedure 23. The Notice Program provides individual direct notice via mail and/or email to all reasonably

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<sup>1</sup> Capitalized terms not defined herein have the definitions given to them in the Settlement Agreement.

identifiable Settlement Class Members, coupled with a dedicated website and toll-free telephone line to further provide awareness and diffuse news of the Settlement to Settlement Class Members.

### **DIRECT NOTICE**

#### **Mailed Notice**

12. Angeion has been informed that it will be provided with the last known mailing addresses of all or substantially all Settlement Class Members as provided to Vivid Seats upon purchase of a ticket(s) through Vivid Seats for (1) Settlement Class Members who, on or after January 1, 2020, purchased a ticket(s) to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) and (2) Settlement Class Members who, prior to January 1, 2020, purchased a ticket(s) to a Cancelled Event(s) and have not received a cash payment equal to the Purchase Price of the ticket to the Cancelled Event, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member. Within sixty (60) Days of the entry of the Preliminary Approval Order, Angeion will cause the Court-approved Mailed Notice (Exhibit 3 to Plaintiffs' Motion for Preliminary Approval of Settlement Agreement) of the Settlement to be mailed to each Settlement Class Member described above for whom Angeion is provided with a mailing address. The Mailed Notice will be formatted as a double-sided postcard and will be sent via the United States Postal Service ("USPS") First-Class Mail, postage pre-paid.

13. In administering the Notice Program in this action, Angeion will employ the following best practices to increase the deliverability rate of the Mailed Notice. Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the National Change of Address ("NCOA") database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

14. Mailed Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the database of Settlement Class Members' addresses will be updated accordingly.

15. Mailed Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

16. For any Settlement Class Members where a new address is identified through the skip trace process, the database of Settlement Class Members' addresses will be updated with the new address information and a Mailed Notice will be re-mailed to that address.

#### **Emailed Notice**

17. Angeion has been informed that it will be provided the email addresses as provided to Vivid Seats upon purchase of a ticket(s) through Vivid Seats for all or substantially all Settlement Class Members. Within sixty (60) Days of the entry of the Preliminary Approval Order, Angeion will cause Emailed Notice of the Settlement to be sent to all valid email addresses it receives.

18. As an initial matter, Angeion designed the Emailed Notice to avoid many common "red flags" that might otherwise cause a Settlement Class Member's spam filter to block or identify the email notice as spam. For instance, Angeion will not include the Published Notice as an attachment to the Emailed Notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam. Rather, in accordance with industry best practices, Angeion will include a link to the Settlement Website (discussed in greater detail below) where Settlement Class Members can easily access all operative documents.

19. Angeion also accounts for the reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

20. At the completion of sending the Emailed Notice, Angeion and/or Class Counsel and/or Vivid Seats will provide, in a declaration to the Court, information concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. The declaration will also attest to this Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class, and it will be filed no later than twenty-one (21) Days before the Final Approval Hearing.

#### **PLAIN-LANGUAGE NOTICE DESIGN**

21. I have reviewed the proposed forms of the Mailed Notice, Emailed Notice and Published Notice to be used in this matter. The Notices used in this matter are designed to be “noticed,” reviewed, and -- by presenting the information in plain language -- understood by Settlement Class Members. The design of the Notices follows principles embodied in the Federal Judicial Center’s illustrative model notices posted at [www.fjc.gov](http://www.fjc.gov). The proposed forms of the Mailed Notice, Emailed Notice and Published Notice contain plain-language summaries of key information about Settlement Class Members’ rights and options pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

22. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” Angeion maintains a strong commitment to adhering to this requirement, drawing on its experience and expertise to craft notices that effectively convey the necessary information to Settlement Class Members in plain language.

**THE SETTLEMENT WEBSITE AND RESPONSE MECHANISMS**

23. Within fourteen (14) Days of the entry of the Preliminary Approval Order, Angeion will cause the Settlement Website located at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com) to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; Orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions.

24. The Settlement Website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the case. The Settlement Website will also have a “Contact Us” page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address. Settlement Class Members will be able to submit their Claim Form online via the Settlement Website in addition to being able to send physical claim forms to a mailing address that Angeion will establish.

25. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 Days a week.

**NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005**

26. In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten (10) Days after the motion for preliminary approval is filed, Angeion will provide notice of this proposed Settlement, as well as all other documents required by the Class Action Fairness Act, to the Attorney General of the United States, and to the attorneys general of each state or territory in which Settlement Class Members may reside. Angeion will provide copies of such notifications to Class Counsel and Defense Counsel at the time of their submission to the attorneys general.

**CONCLUSION**

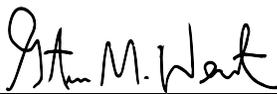
27. The Notice Program outlined above includes direct notice via mail and/or email to all reasonably identifiable Settlement Class Members, combined with the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

28. In my professional opinion, the Notice Program will provide full and proper notice to Settlement Class Members before the opt-out and objection deadlines. Moreover, it is my opinion that the Notice Program is the best notice that is practicable under the circumstances, fully comports with due process and Federal Rule of Civil Procedure 23. Here, the Notice Program utilizes direct notice via mail and/or email to every Settlement Class Member who can be identified through reasonable effort.

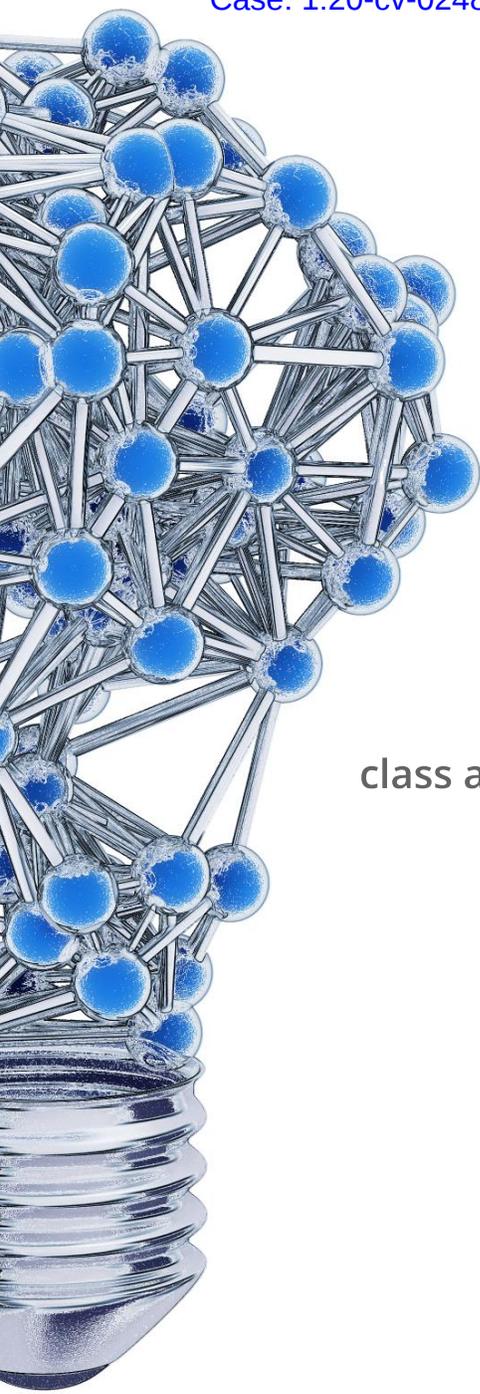
29. After the Notice Program has concluded, Angeion will provide a final report verifying its effective implementation.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: February 22, 2021

  
\_\_\_\_\_  
STEVEN WEISBROT

# Exhibit A



# INNOVATION

## IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



# Judicial Recognition

# JUDICIAL RECOGNITION



## ***IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION***

### **Case No. 5:18-md-02827**

The Honorable Edward J. Davila, United States District Court, Northern District of California (May 7, 2020): The Court approves the Claim Form, Class Notice, and Summary Notice, which are attached to the Settlement Agreement as Exhibits A, B, and C, respectively, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for Attorneys' Fees and/or Expenses and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

## ***IN RE: GOOGLE PLUS PROFILE LITIGATION***

### **Case No. 5:18-cv-06164**

The Honorable Edward J. Davila, United States District Court, Northern District of California (June 10, 2020): The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibits A and B thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Exhibits A and B to the Agreement. (Doc. 57-2). The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

## ***IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION***

### **Case No. 3:20-cv-00812**

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

## ***IN RE: PEANUT FARMERS ANTITRUST LITIGATION***

### **Case No. 2:19-cv-00463**

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

## ***BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.***

### **Case No. 2:19-cv-13554**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of



the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

## ***IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION***

### **Case No. 2:19-mn-02886**

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

## ***ADKINS ET AL. v. FACEBOOK, INC.***

### **Case No. 3:18-cv-05982**

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

## ***IN RE: 21<sup>ST</sup> CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION***

### **Case No. 8:16-md-02737**

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

## ***MARINO ET AL. v. COACH INC.***

### **Case No. 1:16-cv-01122**

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process

# JUDICIAL RECOGNITION



Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

## ***BROWN v. DIRECTV, LLC***

### **Case No. 2:13-cv-01170**

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

## ***IN RE: SSA BONDS ANTITRUST LITIGATION***

### **Case No. 1:16-cv-03711**

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

## ***KJESSLER ET AL. v. ZAAPPAZ, INC. ET AL.***

### **Case No. 4:18-cv-00430**

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

## ***HESTER ET AL. v. WALMART, INC.***

### **Case No. 5:18-cv-05225**

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

## ***CLAY ET AL. v. CYTOSPORT INC.***

### **Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content,

# JUDICIAL RECOGNITION



complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

## ***GROGAN v. AARON'S INC.***

### **Case No. 1:18-cv-02821**

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

## ***CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.***

### **Case No. D-202-CV-2001-00579**

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

## ***SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.***

### **Case No. 4:16-cv-02200**

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual

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dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). *Id.* ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” *Roes*, 944 F.3d at 1045 (citation omitted).

## ***HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC***

### **Case No. 8:19-cv-00550**

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

## ***CORCORAN, ET AL. v. CVS HEALTH, ET AL.***

### **Case No. 4:15-cv-03504**

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

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***PATORA v. TARTE, INC.*****Case No. 7:18-cv-11760**

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

***CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.*****Case No. 2:16-cv-00633**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

***CORZINE v. MAYTAG CORPORATION, ET AL.*****Case No. 5:15-cv-05764**

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

***MEDNICK v. PRECOR, INC.*****Case No. 1:14-cv-03624**

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such

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notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

## ***GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.***

### **Case No. 1:18-cv-20048**

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

## ***ANDREWS ET AL. v. THE GAP, INC., ET AL.***

### **Case No. CGC-18-567237**

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

## ***COLE, ET AL. v. NIBCO, INC.***

### **Case No. 3:13-cv-07871**

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

## ***DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.***

### **Case No. 1:14-cv-14744**

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

## ***IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION***

### **Case No. 3:17-md-02777**

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to

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select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

## ***RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY***

### **Case No. 1:15-cv-04519**

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

## ***MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.***

### **Case No. 7:16-cv-06981**

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by

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the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

## ***IN RE: OUTER BANKS POWER OUTAGE LITIGATION***

### **Case No. 4:17-cv-00141**

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

## ***GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.***

### **Case No. 7:13-cv-03073**

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

## ***HALVORSON v. TALENTBIN, INC.***

### **Case No. 3:15-cv-05166**

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.



## ***IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION***

### **MDL No. 2669/Case No. 4:15-md-02669**

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

## ***TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.***

### **Case No. 1:15-cv-00912**

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

## ***IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION***

### **Case No. 1:14-md-02583**

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.



## **ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC**

### **Case No. 384003V**

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

## **IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION**

### **Case No. 2:08-cv-00051**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

## **FENLEY v. APPLIED CONSULTANTS, INC.**

### **Case No. 2:15-cv-00259**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].



***FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.***

**Case No. 1:15-cv-08372**

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

***IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION***

**MDL No. 2001/Case No. 1:08-wp-65000**

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

***SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.***

**Case No. 2:09-cv-08394**

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

***FERRERA, ET AL. v. SNYDER'S-LANCE, INC.***

**Case No. 0:13-cv-62496**

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court

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finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

## ***IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION***

### **MDL No. 2328/Case No. 2:12-md-02328**

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

## ***SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.***

### **Case No. 0:13-cv-61747**

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

## ***OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.***

### **Case No. 3:14-cv-00645**

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

# EXHIBIT 5

## Preliminary Approval Order

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**TIMOTHY NELLIS, JANEL DRANES, )  
LUCY SOUSA, DAVID CASTILLO )  
AND EDWARD CAMARENA, on behalf )  
of themselves and all other similarly )  
situated, )**

**Case No. 1:20-cv-02486**

**Plaintiffs, )**

**Judge Robert M. Dow Jr.**

**v. )**

**VIVID SEATS LLC, a Delaware )  
Corporation, )**

**Defendant. )**

**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is the Unopposed Motion for Preliminary Approval of Settlement (“Motion”) of Plaintiffs Timothy Nellis, Janel Dranes, Lucy Sousa, David Castillo and Edward Camarena (collectively, “Plaintiffs”). Plaintiffs in this lawsuit (the “Litigation”) allege that Vivid Seats LLC ( “Vivid Seats” or “Defendant”) is obligated to provide cash payments for tickets purchased on or before the Preliminary Approval Date (i.e., \_\_\_\_\_) to events that, at any time from September 29, 2016 through the Preliminary Approval Date (i.e., \_\_\_\_\_), were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that ticket purchasers suffered damages and/or are entitled to other relief as a result.<sup>1</sup>

On February \_\_, 2021, Plaintiffs and Vivid Seats (together, the “Parties”) executed a Settlement Agreement and Release (“Settlement Agreement”) on behalf of themselves and the Settlement Class that Plaintiffs seek to certify. Having thoroughly reviewed the Settlement

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<sup>1</sup> Capitalized terms not defined herein have the definitions given to them in the Settlement Agreement.

Agreement and exhibits thereto and having considered the arguments of the Parties, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek, and for purposes of settlement only Vivid Seats does not object to, certification of a Settlement Class defined as follows:

All Persons residing in the United States, its territories or Canada who at any time on or before the Preliminary Approval Date purchased a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event and/or a Rescheduled Event.

Specifically excluded are the following Persons:

- (i) Vivid Seats and its subsidiaries and affiliates, employees, officers, directors, agents and representatives;
- (ii) Class Counsel;
- (iii) The judges who have presided over the Litigation; and
- (iv) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

2. For purposes of preliminary approval, this Court assesses the Settlement under Fed. R. Civ. P. 23(e). Under Rule 23(e)(1)(B), the Court "must direct notice in a reasonable manner" to proposed Settlement Class Members "if giving notice is justified by the parties' showing that the court will likely be able to (i) approve the proposal [as fair, reasonable, and adequate] under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B).

**Likely Approval as Fair, Reasonable and Adequate**

3. To determine whether the Settlement is fair, reasonable and adequate, Rule 23(e)(2) directs the Court to consider whether:

- (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for

the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. The Settlement Class representatives proposed in the First Amended Class Action Complaint are adequately representing the proposed Settlement Class: they share the same alleged injury (that they allegedly purchased a ticket through Vivid Seats to an event that subsequently became a Cancelled Event, a Postponed Event or a Rescheduled Event and allegedly did not receive the cash payment to which they allege they were entitled) and the same interest (maximizing their recovery related to those tickets). Steven D. Liddle, Esq. and Nicholas A. Coulson, Esq. of Liddle & Dubin, P.C. are experienced class counsel who are adequately representing the proposed Settlement Class.

5. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class-action mediator the Honorable Wayne R. Andersen (Ret.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members who purchased a ticket(s) to Cancelled Events and held that ticket(s) at the time the event became a Cancelled Event have already received a Credit on their Vivid Seats accounts that they can use toward the purchase of tickets to future events. As part of the Settlement and without these Settlement Class Members taking any action, the expiration date for all such active, non-expired Credits shall be extended, such that those Credits will be valid for use toward

the purchase of tickets through Vivid Seats through December 31, 2022. If Settlement Class Members who purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events instead prefer a cash payment equal to the Purchase Price of the tickets to Cancelled Events, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member, the Settlement gives them the option to instead request a cash payment from a \$7.5 million Cash Fund to be paid by Vivid Seats. For Settlement Class Members who purchased and hold tickets to a Postponed Event or a Rescheduled Event, if that Postponed Event or Rescheduled Event becomes cancelled and the Settlement Class Member still holds the ticket to the Postponed Event or Rescheduled Event at the time it is cancelled, those Settlement Class Members will have a choice between a Credit and a cash payment. Specifically, Vivid Seats agrees to the entry of an order for injunctive relief as part of the Final Order and Judgment that requires as follows: once the Postponed Event or a Rescheduled Event becomes cancelled, those Settlement Class Members will automatically be entitled to a Credit equal to 110% of the total of Purchase Price of the ticket to the Postponed or Rescheduled Event less any sums already paid or spent in Credit. That Credit will be valid through December 31, 2022, and these Settlement Class Members will not have to take any action to receive the benefit. If these Settlement Class Members instead prefer a cash payment of their ticket purchases, they will instead have the option to request a cash payment equal to the Purchase Price of the ticket, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member, by requesting that cash payment from Vivid Seats within twenty-one (21) Days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled. In light of the costs, risks and delay of trial and appeal, this relief is at least adequate for purposes of Rule 23(e)(1). If the Settlement had not been reached, the Parties planned to vigorously contest Vivid Seats' expected motion to compel

arbitration on a non-class basis and motion to dismiss as well as class certification, and Plaintiffs' chances at trial also would have been uncertain.

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class, who will be able to submit claims for cash payments online or by mail if they purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events, and those claims will be processed by an experienced claims administrator, as further addressed below. Members of the proposed Settlement Class who purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events will otherwise receive an extension of the expiration date of all active, non-expired Credits toward the purchase of tickets to future events through December 31, 2022 without the need to take any action. Members of the proposed Settlement Class who purchased and hold tickets to Postponed Events or Rescheduled Events will be offered the option of a Credit or cash payment should those events be cancelled and the member of the proposed Settlement Class holds the ticket on the date of cancellation without the need to take any action now.

8. This Court will fully assess the request of Class Counsel for Attorneys' Fees and Expenses after receiving their motion supporting such request. At this stage, the Court finds that the plan to request fees to be paid from the Cash Fund creates no reason not to direct notice to the proposed Settlement Class. In particular, should the Court find any aspect of the requested Attorneys' Fees and Expenses unsupported or unwarranted such funds will instead be returned to Settlement Class Members, not Vivid Seats.

9. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement that allows Vivid Seats and Class Counsel to terminate the Settlement in certain defined circumstances.

10. The Settlement treats members of the proposed Settlement Class equitably relative to each other because all members of the proposed Settlement Class who purchased tickets to Cancelled Events and held those tickets at the time the events became Cancelled Events may select from the same options: an extension of their active, non-expired Credit or a cash payment. All members of the proposed Settlement Class who purchased and hold tickets to a Postponed Event or a Rescheduled Event may select from the same options should the event become cancelled and the member of the proposed Settlement Class holds the tickets on the date of cancellation: a Credit or a cash payment. The Credits and cash payments would be based on the cost of tickets purchased. These are equitable terms.

11. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Settling Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

**Likely Certification of Settlement Class**

12. The Court assesses the likelihood that it will be able to certify the proposed Settlement Class under Rules 23(a) and 23(b)(3) (because this Settlement Class seeks damages). See Fed. R. Civ. P. 23(a)-(b). The Court makes this assessment for the purposes of Settlement only at this time.

13. The proposed Class is sufficiently numerous under Rule 23(a)(1) because Vivid Seats' records show thousands of customers in the United States and Canada purchased tickets through Vivid Seats on or before the Preliminary Approval Date (i.e., \_\_\_\_\_) to Cancelled

Events, Postponed Events or Rescheduled Events, all of whom would be members of the Settlement Class.

14. Resolution of the Litigation would depend on the common answers to common questions, such as: which ticketed events have been cancelled, postponed or rescheduled; whether and under what circumstances Vivid Seats promised in its terms of use to provide cash payments equal to the prices of tickets; whether Vivid Seats knew or should have known it could not honor any promise to provide cash payments equal to the prices of tickets in the event of circumstances, like the COVID-19 pandemic; etc.

15. Plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class because they challenge the same conduct -- Vivid Seats' alleged failure to provide cash payments equal to the prices of tickets to Cancelled Events, Postponed Events and Rescheduled Events -- and make the same legal arguments. Typicality under Rule 23(a)(3) is satisfied.

16. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

17. At least for purposes of settlement, the common issues in the Litigation predominate over individual issues under Rule 23(b)(3). Key elements of Plaintiffs' claims are the purchase of a ticket to a Cancelled Event, Postponed Event or Rescheduled Event through Vivid Seats and the alleged failure on the part of Vivid Seats to provide a cash payment equal to the price of those tickets.

18. This Settlement would be superior under Rule 23(b)(3) to many individual actions. Members of the proposed Settlement Class purchased a small number of individual tickets and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures

that all Settlement Class Members will have the opportunity to be compensated through a Credit or cash payment.

19. For these reasons, pursuant to Rule 23, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in paragraph one of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

20. The Court hereby preliminarily appoints the Plaintiffs as representatives of the Settlement Class. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby preliminarily appoints Steven D. Liddle, Esq. and Nicholas A. Coulson, Esq. of Liddle & Dubin, P.C. as Class Counsel for the Settlement Class.

21. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

**Approval of the Manner and Form of Notice**

22. Having preliminarily approved the Settlement, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed Notice and a Published Notice, each of which is attached to Plaintiffs’ Memorandum in Support of their Motion as Exhibits 2, 3 and 6. A plan for distributing these notices, attached to Plaintiffs’ Motion as Exhibit 5, has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to (1) Settlement Class Members who, on or after January 1, 2020, purchased a ticket(s) to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) and (2) Settlement Class Members who, prior to January 1, 2020, purchased a ticket(s) to a Cancelled Event(s) and have not received a cash payment equal to the Purchase Price of the ticket to the Cancelled Event, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member, at each Settlement Class Member’s last known address as provided to Vivid Seats upon purchase of a ticket through Vivid Seats or at an alternative, readily-ascertainable address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to each individual Settlement Class Member at the email address that they provided to Vivid Seats upon purchase of a ticket through Vivid Seats. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

23. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties’ proposed plan for providing notice to Settlement Class Members (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of

the Litigation and of their right to object to or to exclude themselves from the Settlement and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiffs' Motion.

24. Angeion Group ("Angeion") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Angeion to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

25. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and the Claim Form for download or electronic submission. All costs

and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class will be paid exclusively from the Cash Fund.

c. Within sixty (60) Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit 3) to (1) Settlement Class Members who, on or after January 1, 2020, purchased a ticket(s) to a Cancelled Event(s), Postponed Event(s) or Rescheduled Event(s) and (2) Settlement Class Members who, prior to January 1, 2020, purchased a ticket(s) to a Cancelled Event(s) and have not received a cash payment equal to the Purchase Price of the ticket to the Cancelled Event, less any sums already paid to the Settlement Class Member or spent in Credit by the Settlement Class Member, at each Settlement Class Member's last known address as provided to Vivid Seats upon purchase of a ticket through Vivid Seats or, at an alternative, readily-ascertainable address by First-Class Mail, postage prepaid.

d. Within sixty (60) Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members at the email address that they provided to Vivid Seats upon purchase of a ticket through Vivid Seats.

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate

addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within fourteen (14) Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at [www.ticketpurchase-settlement.com](http://www.ticketpurchase-settlement.com) to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact addresses for questions. The Settlement Website shall be rendered inactive thirty (30) Days after the Effective Date. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Vivid Seats and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than twenty-one (21) Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline.

i. Prior to paying any approved claim, the Settlement Administrator shall inform Vivid Seats of the approved payment amount so that Vivid Seats can provide the Settlement Administrator any updated information on amounts paid to or spent in Credit by the Settlement Class Member and so that Vivid Seats can adjust or update the account of the Settlement Class Member to accurately reflect the amount of Credit to which the Settlement Class Member shall be entitled.

j. The Settlement Administrator shall forward any objections to the Settlement received from Settlement Class Members to Class Counsel and Defense Counsel.

k. The Settlement Administrator shall provide the Opt-Out List together with copies of each Request for Exclusion to Class Counsel and Defense Counsel not later than seven (7) business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**Participation in, Exclusion from or Objection to the Settlement**

26. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

27. Settlement Class Members who purchased a ticket(s) to a Cancelled Event(s) and held that ticket(s) at the time the event(s) became Cancelled Event(s) and who wish to receive a cash payment for that ticket(s) under the Settlement must complete, sign and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted or postmarked no later than ninety (90) Days after the Notice Date.

28. To be valid, a Claim Form must be properly completed and signed and timely submitted in accordance with the preceding paragraph.

29. Members of the Settlement Class who wish to exclude themselves from (i.e., opt out of) the Settlement must send a Request for Exclusion that:

- a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;
- b. States the name, address and telephone number of the Person requesting exclusion;
- c. Identifies all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Person purchased tickets through Vivid Seats and the date on which each event was originally scheduled to occur; and
- d. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

30. Members of the Settlement Class who wish to be excluded from the Settlement Class must do so with respect to all tickets to Cancelled Events, Postponed Events and Rescheduled Events that they purchased through Vivid Seats. Members of the Settlement Class may not exclude

themselves from the Settlement Class with respect to one or more tickets purchased through Vivid Seats while seeking relief through the Settlement with respect to other tickets. A member of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

31. All Requests for Exclusion must be submitted no later than forty-five (45) Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

32. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

33. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than forty-five (45) Days after the Notice Date. Such objection must:

- a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement

Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

- b. State the name, address and telephone number of the Settlement Class Member objecting,
- c. State the name, address and telephone number of every attorney representing or assisting the objector;
- d. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Settlement Class Member purchased tickets through Vivid Seats and the date on which each event was originally scheduled to occur;
- e. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection;
- f. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five years; and
- g. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

34. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

35. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

36. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

37. Settlement Class Members may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

38. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in paragraphs 33-34 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

#### **Final Approval Hearing and Related Deadlines**

39. This Court will hold a Final Approval Hearing, on \_\_\_\_\_, in the United States District Court for the Northern District of Illinois, Courtroom 2303, 219 South Dearborn Street, Chicago, Illinois 60604 or by remote means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and

adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiffs and dismissing the claims against Vivid Seats with prejudice.

40. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

41. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection, including any request to be heard, no later than forty-five (45) Days after the Notice Date in accordance with the requirements outlined in paragraphs 33-34 above and including a statement that the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

42. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Fairness Hearing, that attorney will be at the Settlement Class Member's expense.

43. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date.

44. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the Notice Date.

45. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than sixty (60) Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

**Effects of this Preliminary Approval Order**

46. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Settling Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

47. As set forth in the Settlement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Vivid Seats to the Plaintiffs, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Vivid Seats agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiffs, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case

if they were not settled at this point in time. The fact and terms of this Order and the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

48. All members of the Settlement Class unless and until they have timely and properly excluded themselves from the Settlement Class are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

49. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_  
Robert M. Dow Jr.  
United States District Judge

# EXHIBIT 6

## Published Notice

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may be entitled to a cash payment or other relief from a proposed class action settlement.**

**If you purchased a ticket through Vivid Seats on or before \_\_\_\_\_ to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled, you may be entitled to a cash payment or other relief from a class action settlement if the event is cancelled.**

Esta Notificación de arreglo colectivo está disponible en español.

Visite el siguiente sitio web: [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com)

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

*Your legal rights are affected whether you act or do not act. Please read this notice carefully.*

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	If the event to which you purchased tickets was cancelled at any time from September 29, 2016 through _____, the only way to get a payment is to submit a Claim Form. Claim Forms must be submitted online or postmarked by _____.
<b>EXCLUDE YOURSELF (OPT OUT)</b>	Get no cash payment or credit. This is the only option that allows you to ever be part of any other lawsuit against Vivid Seats about the legal claims in this case. Requests for Exclusion must be postmarked by _____.
<b>OBJECT OR COMMENT</b>	Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection is _____.
<b>GO TO A HEARING</b>	Ask to speak in Court about why you do not support the proposed Settlement or any of its provisions. The Final Approval Hearing will be held on _____.
<b>DO NOTHING NOW</b>	<p>If the event to which you purchased tickets was cancelled at any time from September 29, 2016 through _____, the expiration date of any active, non-expired credit you have already received from Vivid Seats related to those tickets will be extended through December 31, 2022.</p> <p>If the event to which you purchased tickets was rescheduled or postponed at any time from September 29, 2016 through _____, but has not yet been cancelled, you will receive a credit if the event is cancelled after _____ and you still hold the tickets, unless you request a cash payment within twenty-one (21) days of receiving notice that the event is cancelled.</p> <p>Doing nothing now, however, also means you give up any other rights.</p>

These rights and options -- **and the deadlines to exercise them** -- are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made and credits will be given under the Settlement Agreement if the Court approves the Settlement and after appeals are resolved. Please be patient.

**QUESTIONS? Read on, visit \_\_\_\_\_, or call \_\_\_\_\_.**

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## BASIC INFORMATION

### 1. Why did I receive a notice?

This notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com). Judge Robert M. Dow Jr. of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is known as *Nellis, et al. v. Vivid Seats LLC*, Case No. 1:20-cv-02486 (N.D. Ill.).

### 2. What is this lawsuit about?

The lawsuit claimed that Vivid Seats was obligated to provide payments for tickets purchased on or before \_\_\_\_\_ to events that, at any time from September 29, 2016 through \_\_\_\_\_, were cancelled, postponed or rescheduled, that Vivid Seats failed to do so and that ticket purchasers suffered damages and/or were otherwise entitled to relief as a result. Vivid Seats denies all of the allegations in the lawsuit.

### 3. What is a class action?

In a class action lawsuit, one or more people called named plaintiffs sue on behalf of other people who have similar claims. The people together are a class or class members. The company they sued is called the defendant. One court resolves the issues for everyone in the class, except for those people who choose to exclude themselves, or opt out, of the class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Vivid Seats, the Defendant here. Instead, both sides agreed to a Settlement. The Plaintiffs and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class and have determined that the Settlement is in the best interest of the Settlement Class and represents a fair, reasonable and adequate resolution of the lawsuit.

Vivid Seats denies the claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to the Plaintiffs and the Settlement Class; and denies that it acted improperly or wrongfully in any way. Vivid Seats nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and has taken this into account in agreeing to this Settlement.

## WHO IS IN THE SETTLEMENT

To see if you will get any of the benefits of this Settlement, you first have to decide if you are a Settlement Class Member.

### 5. How do I know if I am part of the Settlement?

The Court decided that everyone who fits this description and does not fall under the exclusions below is a Settlement Class Member: *All persons or entities residing in the United States, its territories or Canada who at any time on or before \_\_\_\_\_ purchased a ticket through Vivid Seats to an event that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled or was postponed or rescheduled and has not yet occurred.*

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

Excluded from the Settlement Class are: (1) Vivid Seats and its subsidiaries and affiliates, employees, officers, directors, agents and representatives; (2) Class Counsel; (3) the judges who have presided over this lawsuit; and (4) all persons or entities who have timely elected to become Opt Outs from the Settlement Class in accordance with the Court's orders.

**6. I am still not sure if I am included.**

If you are still unsure whether you are included, you can call or email the Settlement Administrator at \_\_\_\_\_ or \_\_\_\_\_.

**THE SETTLEMENT BENEFITS -- WHAT YOU GET**

**7. How can I get a payment?**

The proposed Settlement creates a common fund of \$7.5 million to pay approved claims made by Settlement Class Members.

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may have already received a credit on your Vivid Seats account toward the purchase of tickets to future events. As part of the Settlement, the expiration date for any such active, non-expired credits shall be extended, such that those credits are valid for use toward the purchase of tickets through Vivid Seats through December 31, 2022. **To receive this benefit, you are not required to do anything at this time. If you would instead prefer a cash payment equal to the price of the ticket(s) you purchased (inclusive of base price, fees and delivery charges, exclusive of any insurance charges and less any amounts paid with gift cards, store credit or loyalty credit) ("Purchase Price") to the Cancelled Event(s), less any sums already paid or spent in credit, you must submit or postmark a Claim Form by \_\_\_\_\_, 2021 to be eligible to qualify for a payment.** The Claim Form is available at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com). You may submit a claim by completing and signing that Claim Form and submitting it in accordance with its instructions. You may submit a Claim Form by mail to \_\_\_\_\_. You may also submit a Claim Form online at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com). If you have any questions about the Claim Form or how to file a claim, call \_\_\_\_\_ or email \_\_\_\_\_. If you claim a cash payment, you will relinquish and no longer be entitled to any credit from Vivid Seats toward the purchase of tickets to events through Vivid Seats (except that you may be entitled to retain a certain portion of any such active credit in the event of oversubscription of the Cash Fund, as described in Section IV(D) of the Settlement Agreement). Vivid Seats shall also have no obligation to make any charitable payment or donation in connection with your purchase of tickets to a Cancelled Event, even if Vivid Seats previously agreed to make such a charitable payment or donation. You may be asked for additional information. Follow all instructions on the Claim Form and make sure to inform the Settlement Administrator of any changes in your address after you have submitted your Claim Form.

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled but not yet cancelled, and that event is cancelled after \_\_\_\_\_ and you hold that ticket(s) at the time of cancellation, you will be entitled to injunctive relief as part of the Settlement. Specifically, you will automatically be entitled to a credit on your Vivid Seats account toward the purchase of tickets to future events equal to 110% of the Purchase Price of the ticket(s) you purchased, less any sums already paid or spent in credit. By way of example only, if you paid a Purchase Price of \$100 for a ticket to a Postponed Event and you have already been paid \$50, in the event the Postponed Event becomes cancelled, you will automatically be entitled to a credit on your Vivid Seats account equal to \$55 (1.10 x (\$100 - \$50)). That credit will be valid through December 31, 2022. You can instead elect to receive a cash payment equal to the Purchase Price of the ticket(s) you purchased, less any amounts paid with gift

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

cards, store credit or loyalty credit to the Postponed Event or Rescheduled Event that was later cancelled, less any sums already paid or spent in credit. **To elect to receive this cash payment, you will be required to request that cash payment from Vivid Seats within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled.**

**8. When would I get my cash payment or credit?**

The Court will hold a hearing on \_\_\_\_\_, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

**9. What if Settlement Class Members claim more than \$7.5 million?**

If Settlement Class Members' claims from the Cash Fund would result in Vivid Seats paying more than \$7.5 million to the Cash Fund, then each Settlement Class Member's claim will be reduced pro rata, meaning that each cash award will be reduced by an equal percentage until the Settlement Class Members' claims no longer exceed the funds available for payment from the \$7.5 million. In the event of pro rata reductions, Settlement Class Members will retain a portion of any existing credit, but forfeit that portion of any existing credit that they currently hold and have not yet redeemed that is equal to (i) the credit issued prior to any redemption of that credit divided by the Purchase Price multiplied by (ii) the cash payment being issued. By way of examples only, if a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a credit valued at \$100 (i.e., 100%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a credit valued at \$20 in addition to \$80 in cash and will forfeit credits valued at \$80 ( $(\$100/\$100) \times \$80$ ). If a Settlement Class Member originally paid a Purchase Price of \$100, originally received in 2020 a credit valued at \$110 (i.e., 110%) and receives \$80 in cash from the Cash Fund, then the Settlement Class Member will receive a credit equal to \$22 in addition to \$80 in cash and will forfeit credits valued at \$88 ( $(\$110/\$100) \times \$80$ ). If the Cash Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars or value available in the Cash Fund), then any remaining dollars within the Cash Fund shall be reallocated pro rata to previously-approved, valid claims against that Cash Fund. Vivid Seats shall have no obligation to make any charitable payment or donation in connection with a purchase of tickets to a Cancelled Event by a Settlement Class Member who receives a cash payment from the Cash Fund, even if the Cash Fund is oversubscribed or undersubscribed and even if Vivid Seats previously agreed to make such a charitable payment or donation.

**10. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue or be part of any other lawsuit against Vivid Seats about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a Release of claims which describes exactly the legal claims that you give up if you get Settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

**EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)**

If you do not want to participate in this Settlement, but you want to keep the right to sue or continue to sue Vivid Seats, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or opting out of the Settlement Class.

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

**11. How do I get out of the Settlement?**

Any member of the Settlement Class who wants to be excluded from the Settlement Class and to become an Opt Out must submit a Request for Exclusion to the Settlement Administrator at the address provided below.

Any request to be excluded from the Settlement Class must be postmarked on or before \_\_\_\_\_ and must:

- i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney.
- ii. State the name, address and telephone number of the Person requesting exclusion;
- iii. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Person purchased tickets through Vivid Seats and the date on which each event was originally scheduled to occur; and
- iv. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

Requests for Exclusion must be mailed to:

[Address]

If you exclude yourself, you must do so with respect to all tickets that you purchased through Vivid Seats on or before \_\_\_\_\_ to events that, at any time from September 29, 2016 through \_\_\_\_\_, were cancelled, postponed and/or rescheduled. You may not exclude yourself with respect to some but not all of these tickets. Further, you may exclude yourself on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

**12. If I do not exclude myself, can I sue Vivid Seats for the same thing later?**

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue Vivid Seats for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

**13. If I exclude myself, can I get money from the Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for a cash payment. But you may sue, continue to sue or be part of a different lawsuit against Vivid Seats.

**14. If I exclude myself, can I object to the Settlement?**

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

No. A member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

**15. If I do not submit a Request for Exclusion by \_\_\_\_\_ or I do not send it to the address listed above, can I still exclude myself?**

No. Any member of the Settlement Class who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

### THE LAWYERS REPRESENTING YOU

**16. Do I have a lawyer in the case?**

The Court has appointed Steven D. Liddle, Esq., and Nicholas A. Coulson, Esq., of Liddle & Dubin, P.C. to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel will ask the Court for Attorneys' Fees and Expenses up to \$2,500,000 and a payment of \$2,500 for each of the Plaintiffs. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid from the Cash Fund. The costs to administer the Settlement will also be paid from the Cash Fund. Class Counsel's Motion for Attorneys' Fees and Expenses will be available on the Settlement Website once it has been filed.

### OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

**18. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can ask the Court to deny approval by filing a written notice of objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash payments or credits will be provided under the Settlement, and the lawsuit will continue. If that is what you want to happen, you may object. Please note that you cannot both object to the Settlement and opt out of it.

Any objection to the proposed Settlement must be in writing. If you file a timely written notice of objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Your objection must be filed on or before \_\_\_\_\_ or it will not be considered.

Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by \_\_\_\_\_ that must:

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

- i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;
- ii. State the name, address and telephone number of the Settlement Class Member objecting;
- iii. State the name, address and telephone number of every attorney representing or assisting the objector;
- iv. Identify all of the Cancelled Events, Postponed Events and/or Rescheduled Events to which the Settlement Class Member purchased tickets through Vivid Seats and the date on which each event was originally scheduled to occur;
- v. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection;
- vi. A list of all cases in which the Settlement Class Member or Settlement Class Member’s counsel filed an objection or in any way participated -- financially or otherwise – in objecting to a class settlement during the preceding five years; and
- vii. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

A Settlement Class Member must file a notice of objection, including any request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defense Counsel, at the addresses set forth below, no later than \_\_\_\_\_.

Clerk of the Court	Class Counsel	Defense Counsel
Clerk of the Court United States District Court for the Northern District of Illinois 219 South Dearborn Street Chicago, Illinois 60604	Steven D. Liddle, Esq. Nicholas A. Coulson, Esq. Liddle & Dubin, P.C. 975 East Jefferson Avenue Detroit, Michigan 48207	Mark S. Mester, Esq. Robert C. Collins III, Esq. Latham & Watkins, LLP 330 North Wabash Ave, Ste. 2800 Chicago, Illinois 60611

Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

**19. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**20. If I do not submit an objection by \_\_\_\_\_ or I do not properly file and serve it, can I still object to the Settlement?**

No. Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

**THE COURT’S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

**21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_ in Courtroom 2303 at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604 or by remote means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and award Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**22. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you timely and properly submitted your written objection, along with the required information and documentation set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**23. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit a written notice of objection that states your intention to appear at the Final Approval Hearing, either with or without counsel, as outlined above. Be sure to include your name, address, telephone number and your signature as well as the signature of any attorney representing you, in addition to the other information outlined above. Your written notice of objection indicating your intention to appear must be filed with the Clerk of the Court, and served by mail or hand delivery upon one of the Class Counsel and Defense Counsel, at the addresses set forth on Page \_ above, no later than \_\_\_\_\_. You cannot speak at the hearing if you excluded yourself.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was cancelled, you may have already received a credit on your Vivid Seats account toward the purchase of tickets to future events. If you do nothing, the expiration date for

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).

any such active, non-expired credits shall be extended through December 31, 2022, such that those credits are valid for use toward the purchase of tickets through Vivid Seats through December 31, 2022. If you do nothing, and do not properly submit or postmark a Claim Form by \_\_\_\_\_, you will not be eligible to receive any cash payment as part of the Class Settlement. In addition, unless you exclude yourself from the Settlement Class, you will give up your right to be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Vivid Seats about the legal issues in this case ever again.

If you purchased a ticket(s) through Vivid Seats on or before \_\_\_\_\_ to an event(s) that, at any time from September 29, 2016 through \_\_\_\_\_, was postponed or rescheduled but not yet cancelled, that event is cancelled after \_\_\_\_\_, and you do nothing, you will be entitled to injunctive relief as part of the Settlement. Specifically, you will automatically be entitled to a credit on your Vivid Seats account toward the purchase of tickets to future events equal to 110% of the total Purchase Price of the ticket(s) less any sums already paid or spent in credit. By way of example only, if you paid a Purchase Price of \$100 for a ticket to a Postponed Event and you have already been paid \$50, in the event the Postponed Event becomes cancelled, you will automatically be entitled to a credit on your Vivid Seats account equal to \$55 ( $\$1.10 \times (\$100 - \$50)$ ). That credit will be valid through December 31, 2022. If you would rather receive a cash payment equal to the Purchase Price of the ticket(s) you purchased to the Postponed Event or Rescheduled Event that is later cancelled after \_\_\_\_\_, less any sums already paid or spent in credit, you will be able to request one by sending your request to Vivid Seats within twenty-one (21) days of receiving notice that the Postponed Event or Rescheduled Event has been cancelled. Whether or not you request a cash payment, however, by doing nothing and not excluding yourself from the Settlement Class now, you will give up your right to be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Vivid Seats about the legal issues in this case ever again.

## GETTING MORE INFORMATION

### 25. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important case documents at \_\_\_\_\_.

### 26. How do I get more information?

You can call toll-free \_\_\_\_\_, email \_\_\_\_\_ or visit the website at [www.ticketpurchase-settlement.com](http://www.ticketpurchase-settlement.com), where you will be able to find the Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Settlement Awards and Settlement Agreement and other important documents related to the Settlement. You should check the website regularly for updates on the case.

You may also contact the attorneys appointed by the Court to serve as Class Counsel:

Steven D. Liddle, Esq.  
Nicholas A. Coulson, Esq.  
**Liddle & Dubin, P.C.**  
975 East Jefferson Avenue  
Detroit, Michigan 48207  
Telephone: (313) 392-0015

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

Questions? Call toll-free \_\_\_\_\_ or visit [www.ticketpurchasesettlement.com](http://www.ticketpurchasesettlement.com).